

**KDHE AID TO LOCAL PROGRAM  
UNIVERSAL CONTRACT**  
Effective Date July 1, 2015

1. Parties to Contract

- 1.1. Kansas Department of Health and Environment [KDHE]
- 1.2. «AgencyName» [LOCAL AGENCY]

IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS CONTRACT THE PARTIES AGREE AS FOLLOWS:

2. Term of the Contract

- 2.1. The initial term of this Contract shall be from July 1, 2015, until July 1, 2016.
- 2.2. The Contract will renew each July 1<sup>st</sup> for an additional one (1) year period under the terms and conditions in effect at the end of the prior period. Each Party shall notify the other Party in writing no later than July 1<sup>st</sup> of each year of its desire to renew the contract.
- 2.3. There may be three (3) annual automatic renewals until July 1, 2019, unless sooner terminated.
- 2.4. The Contract Attachments shall renew in the same manner except that the amount of money available in each Contract Attachment may vary from year to year. Therefore, the Parties agree that the amount of each grant for each fiscal year shall be determined by the KDHE. The KDHE shall, on or before July 1 of each year, notify the Local Agency of the amount of the grant for each Contract Attachment. The Local Agency may agree to renewal of the Contract Attachment at the funding level proposed by the KDHE by cashing the first warrant of the new grant year.
- 2.5. The Contract may be sooner terminated by either Party upon providing the other Party with thirty (30) days written notice of termination. KDHE may suspend or terminate the Contract upon immediate notification upon a breach or suspected breach of any provision of the Contract or any attachments thereof.

3. KDHE shall make payments to the Local Agency as specified in the attachment(s), which are made a part of this Contract.

4. Local Agency shall:

- 4.1. Establish and maintain accounting records that meet the requirements of generally accepted accounting principles.
- 4.2. Submit to the KDHE the Certified Expenditure Affidavits and Program Progress Reports as outlined in the respective Contract Attachment, and to return to the KDHE within sixty (60) days of the end of the grant period all grant funds remaining unexpended at the end of the grant period. Any revisions to Certified Expenditure Affidavits must be submitted within sixty (60) days of the end of the grant period if any remaining grant funds are to be received. The Local Agency shall keep copies of invoices to support their expenses.
- 4.3. Maintain time and attendance records that are sufficient to support salary expenditures for individual employees charged to each program. Such records must support salary distributions of employees chargeable to more than one program or cost objective to ensure that no more than 100% of an employee's time is charged to all programs combined.

- 4.4. Obtain an audit in accordance with the Federal Single Audit Act of 1984, as amended, and OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200], and to submit one complete copy of the single agency audit report to the KDHE within twelve (12) months after the end of the Local Agency's fiscal year.
- 4.5. Afford access, upon written request, to the Secretary of KDHE or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.
- 4.6. Hold as confidential all personal client information obtained or received from recipients of services under this Contract and not to disclose client information except in statistical, summary or other forms that do not identify individual clients, except upon request of the Secretary of KDHE, Kansas Legislative Division of Post Audit, U.S. Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives, or as otherwise provided by law.
- 4.7. Disclose personal health information (PHI) to the KDHE as requested pursuant to the Health Insurance Portability and Accountability Act (HIPAA) [*See* 45 C.F.R §165.512(b)], or as required by law.
- 4.8. Comply with all relevant federal requirements, including, but not limited to: the Age Discrimination Act of 1975 [42 U.S.C. §6101 *et seq.*], Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. §791 *et seq.*], Title IX of the Education Amendments of 1972 [20 U.S.C. § 1681 *et seq.*], Title VI of the Civil Rights Act of 1964 [42 U.S.C. § 2000d *et seq.*], The Drug Free Workplace Act of 1988 [41 U.S.C. §701 *et seq.*], The Federal Anti-Lobbying Act of 1990 [31 U.S.C. §1352 *et seq.*], and The Federal Pro-Children Act of 1994 [20 U.S.C. §6081 *et seq.*], which are incorporated by reference into this Contract.
- 4.9. Comply with statutes, rules and regulations pertaining to public health, including, but not exclusively K.S.A. 65-101 *et seq.*
- 4.10. Ensure that grant funds will not be used to supplant other Local Agency funds.
- 4.11. Ensure that any print or on-line publication produced in full or in part by a grant/contract with KDHE shall include an acknowledgement as follows: "Produced through the full or partial support of the Kansas Department of Health and Environment (KDHE). The content of this publication may not necessarily reflect the views of KDHE." Any conference supported by KDHE in full or in part shall include an acknowledgement: "Support for this conference is provided in full or in part by the Kansas Department of Health and Environment."
- 4.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of \$500.
- 4.13. Participate fully in any required evaluation study and/or on site inspection arranged within normal working hours.
- 4.14. Develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of K.S.A. 65-220 to 65-225.
- 4.15. Obtain the written approval of the KDHE before entering into any subcontract related to this Contract and/or any of the Contract Attachment(s).

- 4.16. Provide services which have meaningful access to persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil Rights Act [(42 U.S.C. §2000d *et seq.*) and 45 C.F.R. §80.3(b)]. Meaningful access is to ensure that the Provider, its agents or subcontractors, and LEP person(s) can communicate effectively when services are being provided to LEP persons.

5. The Parties acknowledge and agree that:

- 5.1. The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.
- 5.2. Payment(s) may be withheld by the KDHE if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in the Contract Attachment(s).
- 5.3. All revenues received from the delivery of services related to KDHE grant awards shall be identified and reported. Such program income shall be retained by the Local Agency to further the objectives of the grant awards.
- 5.4. KDHE may cancel this Contract upon thirty (30) days written notice if the Local Agency fails to submit reports as required in this Contract or in the Contract Attachment(s).
- 5.5. Indirect costs and contributions will be accepted as part of the matching funds after the Local Agency has submitted an annual indirect cost proposal which meets the KDHE requirements.
- 5.6. This Contract is contingent upon the availability of State or Federal funds. In the event that such funds are exhausted or no longer available, this Contract may be unilaterally terminated without penalty by the KDHE upon thirty (30) days written notice.
- 5.7. Adjustments in the Contract amount may occur within a grant year as additional funds become available, as funding levels are reduced or in the event that the Local Agency is unable to spend the funds allocated. In such cases the amount of any grant award attachment may be amended as follows:
  - 5.7.1. In the event that additional funds become available, the KDHE shall notify the Local Agency of the availability of additional funds. Acceptance of those funds by the Local Agency shall constitute an agreement to amend the Contract amount, and to expend the funds as specified in the Contract; or
  - 5.7.2. In the event that the Local Agency is unable to expend all of the funds allocated, the Local Agency shall notify the KDHE in writing of the amount of funds to be returned. KDHE may accept this as an amendment of the Contract by returning to the Local Agency a revised List of Grant Awards (LGA). The Local Agency's written notification, together with an amended LGA, shall constitute amendment of the identified Contract Attachment.
- 5.8. This Contract may be otherwise amended as necessary by a formally executed written amendment agreed to by the Parties.

6. The Local Agency acknowledges and warrants that it is independently familiar with the conditions of participation required of it by the funding source to receive moneys hereunder, and further agrees to be bound by those conditions, and that it is not relying on any representations made about the conditions of participation by KDHE or its employees.

7. Compliance with the PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS.
  - 7.1. Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to **all** employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, “Recipient of Funds”]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", which requires all grantees, their subgrantees and subcontractors to:
    - 7.1.1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
    - 7.1.2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
    - 7.1.3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.
  - 7.2. Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.
  - 7.3. Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:
    - 7.3.1. Gross mismanagement of a federal contract or grant;
    - 7.3.2. A gross waste of federal funds;
    - 7.3.3. An abuse of authority relating to a federal contract or grant;
    - 7.3.4. A substantial and specific danger to public health or safety; or,
    - 7.3.5. A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
  - 7.4. To qualify under the statute, the employee's disclosure must be made to:
    - 7.4.1. A Member of Congress or a representative of a Congressional committee;
    - 7.4.2. An Inspector General;
    - 7.4.3. The Government Accountability Office;
    - 7.4.4. A federal employee responsible for contract or grant oversight or management at the relevant agency;
    - 7.4.5. An official from the Department of Justice, or other law enforcement agency;
    - 7.4.6. A court or grand jury; or,
    - 7.4.7. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.
  - 7.5. The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement

of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

- 7.6. The Local Agency acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

8. Non-Debarment Certification and Warranty.

- 8.1. The Local Agency acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

- 8.2. The Local Agency, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

9. This Contract supersedes the prior Universal Contract. The prior Universal Contract is hereby rescinded.

The Parties, through duly authorized representatives, agree to the terms and conditions of this Contract and have executed it as of the date shown below.

Kansas Department of Health and Environment

«AgencyName»

By:

By:

\_\_\_\_\_  
Susan Mosier, MD  
Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2015.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.